

1 Monique Rashay Brown  
 2 2275 S. Pioneer Way  
Las Vegas, NV 89117

3 \_\_\_\_\_  
 4 Ph: \_\_\_\_\_  
 5 \_\_\_\_\_

6 Debtor(s), *Pro Se*

7 **UNITED STATES BANKRUPTCY COURT**  
 8 **DISTRICT OF NEVADA**

9 \* \* \* \* \*

10 In Re: Monique Rashay Brown

11 \_\_\_\_\_  
 12 (Name(s) of Debtor(s))

13 \_\_\_\_\_  
 14 Debtor(s)

RECEIVED  
 AND FILED  
 2015 DEC 21 PM 1 33  
 U.S. BANKRUPTCY COURT  
 MARY A. SCHOTT, CLERK

2015 DEC 21 PM 2 08  
 U.S. BANKRUPTCY COURT  
 MARY A. SCHOTT, CLERK  
 RECEIVED  
 AND FILED  
 15-16063-leb

Bankruptcy No. 15-16063-leb

Chapter: (☒ 7 / ☐ 13)

Hearing Date: 12/22/15  
 Hearing Time: 1:30 pm

16 **OPPOSITION TO MOTION FOR RELIEF FROM AUTOMATIC STAY**  
 17 **(Tenant)**

18 The Debtor(s) oppose(s) the Motion For Relief From Stay, filed by William  
 19 Croft (Creditor), on the grounds set forth below.

20 1. Procedural posture of the case:

- 21 a. Debtor filed a Petition under Chapter: (☒ 7 / ☐ 13) on 10/26/15 (date).  
 22 b. If applicable, the Bankruptcy converted to Chapter: (☐ 7 / ☐ 13) on \_\_\_\_\_ (date).  
 23 c. If a Chapter 13 Bankruptcy, the Chapter 13 plan was confirmed on  
 24 \_\_\_\_\_ (date), or a confirmation hearing is set for \_\_\_\_\_ (date).

25 2. Prior bankruptcy cases:

- 26 a. Debtor previously filed a petition under Chapter: (☒ 7 / ☐ 13) on 8/22/13 (date).  
 27 b. If applicable, the prior case was dismissed on 9/13/2013 (date).  
 28

3. If this is a Chapter 13 Bankruptcy, answer the following:

a. Have all payments been made to the Chapter 13 Trustee?

☐ Yes ☐ No

If no, state how many payments Debtor has missed: \_\_\_\_\_

b. Have all post-petition lease payments been made to the Creditor?

☐ Yes ☐ No

If no, state how many payments Debtor has missed: \_\_\_\_\_

4. The following rental property ("Property") is the subject of this Motion for Relief From Stay:

Property location:

Physical Street Address: 2275 S. Pioneer Way

City: Las Vegas County: Clark State: NV

5. Terms of Creditor's contract with Debtor; Debtor:

☐ agrees with Creditor's contentions of "TERMS of MOVANT'S CONTRACT with the DEBTOR(S)" as listed on the § 362 Information Cover Sheet, *or*

☒ disagrees with Creditor's contentions, and makes the following contentions:

☒ Duration: Two years

☐ Payment per Month: \$ \_\_\_\_\_

☐ Date of Default: \_\_\_\_\_

☐ Amount in Arrears: \$ \_\_\_\_\_

☐ Special Circumstances: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Grounds for Opposition to the Motion For Relief From Stay: *(check all that apply)*

- ☐ a. This Court may not hear the Motion because it was improperly served under *(check all that apply)*: ☐ Fed. R. Bankr. P. 9014; ☐ LR 9014;
- ☒ b. This Court may not hear the Motion because the Creditor did not communicate with the debtor in good faith in an attempt to resolve this matter before filing the motion;
- ☐ c. This Court may not hear the Motion because the Creditor lacks standing and is not the real party in interest because it does not own the property, or is not an authorized property manager of the property owner;
- ☐ d. The Creditor's interest in the Property is adequately protected because: *(check all that apply)*
- ☐ i. Debtor can pay \$ 1,750 per month to Creditor to adequately protect Creditor's interest;
- ☐ ii. although Debtor is in arrears, Debtor will need until Feb 25, 2015 *(date)* to cure, and intends to stay current on all future post-petition payments;
- ☐ iii. the Debtor (☐ **has filed** / ☐ **has converted to**) a Chapter 13 Bankruptcy, and the Chapter 13 plan will cure any arrearages, and will ensure the Debtor stays current on all future post-petition payments;
- ☐ e. Contrary to the allegations made in the Creditor's Motion, Debtor is not late on payments, and (☐ **can** / ☐ **cannot**) provide proof of payments;
- ☐ f. The debtor has applied for a lease modification that: ☐ has been approved / ☐ is currently being reviewed by Creditor;
- ☐ g. The debtor has complied with the requirements of 11 U.S.C.A. § 362(l)(1) by depositing rent money with the clerk and filing certification and/or curing the default;

☒ h. Other: Mr Croft Refused all payment of rent do to Creditor Mr. Croft not wanting to take responsibility and do the repairs at the property 2275 S. Pioneer way

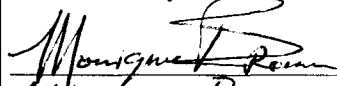
Las Vegas, NV 89117. My family and I moved into the property  
 2275 S Pioneer way on June 2, 2015 after talking to a  
 man George Shaker who at the time told us he was the  
 owner of the property. We ask Mr Shaker about a rental  
 application he informed us there was no need for a rental  
 application and if we wanted the place bring him \$3,500 and  
 the place was ours. At that time we informed Mr Shaker that  
 we noticed some repairs that need to still be done. Mr. Shaker  
 promised us that once we got all moved in he would have his  
 maintenance guy Gino Continue to fix all the repairs needed,  
 so after we moved into the property Gino came over and

Therefore, Debtor(s) respectfully ask(s) this Court to:

1. Deny the Motion For Relief From Automatic Stay;
2. If the Court finds relief necessary, then to condition or modify the stay according  
 to the grounds set forth above; and/or
3. If the Court lifts the stay, to issue an order allowing Debtor(s) to remain in the  
 property until: 1-15-15 (date) and/or not waive the stay of such  
 order under Fed. R. Bank. P. 4001(a)(3).

Date: 12-20-15

Submitted by:

  
Monique Brown

(Debtor 1 Signature)

(Debtor 1 Name)

(Debtor 2 Signature)

(Debtor 2 Name)

Debtor(s), Pro Se

Put in some smoke detector and under the kitchen sink after having conversation with Gino the maintenance guy informed us that Mr Shaker was not the owner of the Property and if we are trying to get the repairs done we should get in contact with the actual owner. At that time we were very surprise to find out Mr. Shaker was not the owner because at Mr Shaker office when signing the lease agreement Mr. Shaker Insured us he was the Property owner so after seeing repairs was not getting done we decided to make a call to Clark County Assessor Office they gave us the real owners name Mr. Croft and his wife Enas Croft but there contact information was the Property we where renting 2275 S Pioneer way Las Vegas, NV 89117 So with that information we contacted Mr. Shaker to inform him we know he is not the owner and are lease agreement means nothing because he is not the owner, so we ask Mr. Shaker to give us the owners contact information Mr Shaker refused to give us any information on the owners. So remembering that the Maintenance guy Gino told us the real owner was a attorney we decided to Google attorney by the name William Croft in the Las Vegas, NV area we got lucky and find him, Please see Exhibit 1 lease agreement with Mr. Shaker Not the owner of Property, So after talking to Mr. Croft and informing Mr. Croft that we are his tenant at 2275 S Pioneer way Las Vegas, NV 89117 and letting Mr Croft know we are going to need a signed lease agreement with him as well as informed Mr Croft of all the repairs that Mr. Shaker have yet to fix and we needed the repairs done A.S.A.P, Shortly after that we received an email with Mr. Croft and Enas Croft Signature on a lease agreement Please see Exhibit 2 lease agreement from Mr. Croft and Enas Croft, After Paying August rent at Mr. Croft office in person to his secretary Irene as Mr. Croft informed us to do, We realized Mr Croft as yet to address any repairs so we sent him a email on August 5 2015 Please see Exhibit 3 and Exhibit 4 and Exhibit 5 emails to Mr. Croft after that around the middle of August 2015 Mr. Croft sent Mr. Shaker over and Mr. Shaker informed us Mr. Croft said he was giving us 2 weeks to move out after we had already paid Mr. Croft in full. At that time I let Mr. Shaker know I feel him and Mr Croft are a scam and Mr. Croft dose not want to fit the bill for the repairs and it cheaper for him to get us out I also let him know I will not be moving I have a 2 year lease agreement and Mr. Croft just needed to get the repairs done. I also informed Mr. Shaker I will be calling Code Enforcement,

Shortly after that on August 26 2015 we were given a 30 day notice we filed answer on 10/6/2015 explaining that the 30 days does not apply to us because we are a month to month we have a 2 year lease agreement. Please see Exhibit 6 On August 27 2015

Code enforcement came out to the property 2275 S Pioneer way Las Vegas, NV 89117 and document some of the repairs that needed to be done. Please see Exhibit 7, After that there was know communication between ourselves and Mr. Croft On September 4, 2015 we tried paying September rent to Mr. Croft Secretary Irene Irene refused payment telling us Mr. Croft said not to accept any future rent payment after that on 9/9/15 we got a five day notice to pay or quit premises Please see Exhibit 8,

So on 9/14/15 we attempted to pay Mr. Croft again in full even though we feel there should not be a late fee because Mr. Croft refused payment Once again Irene the Secretary refused to take payment we ask where was Mr. Croft she said he was in court and she was not to accept any payments so we got advice from legal aid they told us to file a answer with the court and explain Mr. Croft is refusing your rent payment and why you feel he is refusing rent so we did file a answer Please see Exhibit 9, We would also like the court to know that there have not been any damages to the property that is a false accusation Mr. Croft and his attorney Terry Moore

have made to this court as well as Justice Court and I would ask the court to have Mr. Croft or his attorney Terry Moore present the damages there claiming we did to the property 2275 S Pioneer way Las Vegas, NV 89117, I would like to point out to the court

Mr. Croft and his attorney filed with the Justice Court that we had a month to month lease but with this court they filed we have a 12 month lease, Mr. Croft or his attorney have not communicate with us in good faith in an attempt to resolve this matter before filing the motion and reason being Mr. Croft does not want to fit the bills for the repair he knows if he accepts rent then he has to do the repairs and it's cheaper for Mr. Croft to just get us out, We ask the court to keep the automatic stay in place until the bankruptcy procedure is over and the alternative if the automatic is lifted please keep the 14 day grace in place.

Exhibit 1



# Monthly Rental Agreement

THIS AGREEMENT, entered into this 2ND day of JUNE 2015, by and between ENAS AND BILL CROFT hereinafter Lessor, and PARNELL COLVIN SR. & MONIQUE RASHAY BROWN hereinafter Lessee.

**WITNESSETH:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as Single Family Residence

located at 2275 S PIONEER WAY LAS VEGAS NV 89117

for a tenancy from month-to-month commencing on the 2ND day of JUNE 2015 and at a monthly rental of SEVENTEEN HUNDRED FIFTY DOLLARS Dollars \$ 1750 per month payable monthly in advance on the 1st day of each and every month on the following **TERMS AND CONDITIONS:**

**1. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to ENAS AND BILL CROFT

**2. Delivery of Payment.** Rent will be paid:  
☒ in person, at 4110 W Desert Inn Rd. Las Vegas NV 89102  
☐ by mail, to \_\_\_\_\_

**3. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Twenty Five Dollars Dollars (\$ 25.00) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

**4. Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of ONE hundred SEVENTY FIVE Dollars (\$ 175).

**5. Prorated First Month.** For the period from Lessee's move-in date N/A through the end of the month, Lessee will pay to Lessor a prorated monthly rent of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). This amount will be paid on or before the date the Lessee moves in.

**6. Occupants.** The said premises shall be occupied by no more than 2 adults and 3 children.

**7. Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of n/a Dollars (\$ 0.00), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

**8. Parking.** Any parking that may be provided is strictly self-park and is at owner's use. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wished to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

**9. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.



**10. Repairs or Alterations.** Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.

**11. Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**12. Keys.** Lessee will be given 2 key(s) to the premises and 0 mailbox key, and if all keys are not returned to Lessor following termination of lease, Lessee shall be charged two hundred dollars (\$ 200).

**13. Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

**14. Upkeep of Premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy, shall surrender the premises to Lessor in as good condition as when received, except for wear and damage by the elements excepted.

**15. Assignment and Subletting.** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

**16. Utilities.** Lessee shall be responsible for the payment of all utilities and services, except all utilities paid by Lessee which shall be paid by Lessor.

**17. Default.** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days' written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

**18. Security.** The security deposit in the amount of \$ 1750 shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

**19. Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

**20. Deposit Refunds.** The balance of all deposits shall be refunded within two (2) weeks (21 days in California and Wisconsin) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

**21. Termination.** This Agreement and the tenancy hereby granted may be terminated at any time by either party by giving to the other party not less than one full month's prior notice in writing.

**22. Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

**23. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

**24. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in \_\_\_\_\_ N/A. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**25. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

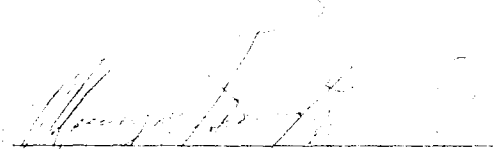
**26. Additional Terms and Conditions.** House will be rented with all appliances, including: fridge, microwave oven, washer, dryer, heater, all pool equipment. Lessee is responsible for normal repairs up to \$200.

This is two year lease starting June 2, 2015 and ending May 31, 2017.  
Pool is inoperable and lessee accepts the pool in current condition. Rent has been adjusted taking condition of pool in consideration. Fire alarm has been repaired to lessee satisfaction and lessee's assumes responsibility during term of lease. Landscaping maintenance will be the responsibility of the lessee for the term of the lease.  
Storage shed should remain locked and all content property of the lessor.

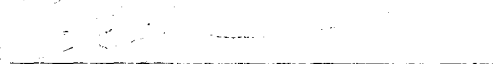
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written

Signed in the presence of:

Witness: \_\_\_\_\_

Lessee:  \_\_\_\_\_

Witness: \_\_\_\_\_

Lessor:  \_\_\_\_\_

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit 2

# Monthly Rental Agreement

THIS AGREEMENT, entered into this 2ND day of JUNE, 2015, and between ENAS AND BILL CROFT hereinafter Lessor, and PARNELL COLVIN SR & MONIQUE RASHAY BROWN hereinafter Lessee.

**WITNESSETH:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as Single Family Residence located at 2275 S PIONEER WAY LAS VEGAS NV 89117

for a tenancy from month-to-month commencing on the 2ND day of JUNE, 2015 and at a monthly rental of SEVENTEEN HUNDRED FIFTY DOLLARS Dollars (\$ 1750) per month payable monthly in advance on the 1st day of each and every month, on the following **TERMS AND CONDITIONS:**

**1. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check OR one cashier's check, OR one money order made out to ENAS AND BILL CROFT

**2. Delivery of Payment.** Rent will be paid:  
☒ in person, at 4110 W Desert Inn Rd, Las Vegas NV 89102  
☐ by mail, to \_\_\_\_\_

**3. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Twenty Five Dollars Dollars (\$ 25.00) as additional rent and take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

**4. Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of ONE hundred SEVENTY FIVE Dollars (\$ 175).

**5. Prorated First Month.** For the period from Lessee's move-in date, N/A through the end of the month, Lessee will pay to Lessor a prorated monthly rent of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). This amount will be paid on or before the date the Lessee moves in.

**6. Occupants.** The said premises shall be occupied by no more than 2 adults and 3 children.

**7. Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of n/a Dollars (\$ 0.00), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

**8. Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wished to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

**9. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

**10. Repairs or Alterations.** Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.

**11. Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**12. Keys.** Lessee will be given 2 key(s) to the premises and 0 mailbox key. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged two hundred dollars (\$ 200).

**13. Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

**14. Upkeep of Premises.** Lessee shall keep and maintain the premises in a clean and sanitary condition at all times and upon the termination of the tenancy, shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

**15. Assignment and Subletting.** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

**16. Utilities.** Lessee shall be responsible for the payment of all utilities and services, except: all utilities paid by Lessee which shall be paid by Lessor.

**17. Default.** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

**18. Security.** The security deposit in the amount of \$ 1750, shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

**19. Right of Entry.** Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

**20. Deposit Refunds.** The balance of all deposits shall be refunded within two (2) weeks (21 days in California and Wisconsin) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

**21. Termination.** This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

**22. Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained, or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

07/14/2015 20:50 3659328

FC

PAGE 04/04

**23. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

**24. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in N/A. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**25. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**26. Additional Terms and Conditions.** House will be rented with all appliances, including, fridge, microwave oven, washer, dryer, heater, all pool equipment. Lessee is responsible for normal repairs up to \$200.

This is two year lease starting June 2, 2015 and ending May 31, 2017.

Pool is inoperable and lessee accepts the pool in current condition. Rent has been adjusted taking condition of pool in consideration. Fire alarm has been repaired to lessee satisfaction and lessee's assumes responsibility during term of lease. Landscaping maintenance will be the responsibility of the lessee for the term of the lease.

Storage shed should remain locked and all content property of the lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:

Witness: \_\_\_\_\_

Lessee: \_\_\_\_\_

Witness: \_\_\_\_\_

Lessor: \_\_\_\_\_

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit 3



**Subject:** Repairs/ damaged  
**From:** pc681@yahoo.com (pc681@yahoo.com)  
**To:** williamcroftesq@hotmail.com;  
**Cc:** pc681@yahoo.com;  
**Date:** Wednesday, August 5, 2015 2:12 PM

Hello mr. Croft, this is a notice for some repairs and issues that need to be addressed. We never did a walk through with George to document repairs and damaged so as we come across them we were informing George, but something has not been addressed so I will list them in this notice. 1. stove burners do not work properly when we try and use them they will not stay heated to cook 2. hot water dispenser in kitchen sink is broke 3. patio blinds are missing 4. Downstairs tub faucet leaks 5. Outside toilet leaks 6. Outside sink pipe is cracked and leaks 7. carpet in master bedroom is damaged torn in areas and the track nails come through the carpet and poke our feet if we walk on it 8. Under roof is and has fallen off and more is in the process of falling off and because of this I believe birds have made a nest which brings in a smell through the duck work 9. Master tub tile was damaged by the contractor who demoed the shower we told George 10. Carpet was dirty when we moved in we shampooed the carpet 11. Refrigerator makes very loud noise at times ect I just wanted to bring these concerns to your attention so we will have some documentation and preserve our deposit upon move out all these issues have been brought to George attention we been waiting over two weeks for a plumber so hopefully dealing directly with you we can get these addressed thank you for your time and have a pleasant day!

Sent from my iPhone

Exhibit 4

Exhibit 5

**Subject:** Repairs

**From:** pc681@yahoo.com (pc681@yahoo.com)

**To:** williamcroftesq@hotmail.com;

**Cc:** pc681@yahoo.com;

**Date:** Saturday, August 22, 2015 9:41 AM

Hello this is Parnell your tenant this is just another attempt to follow up with repairs through our conversation yesterday you never addressed the repairs I sent you a email on 8/5/2015 with a breakdown issues as a attorney and property owner you should want to take care and maintain your property in a safe clean and habitual condition can you please give me a date when the contractor will come do the repairs I talk to him yesterday he said he can start this monad but you need to give him the ok thank you and I look forward to the issues being addressed .

Sent from my iPhone

**Subject:** Repairs update

**From:** pc681@yahoo.com (pc681@yahoo.com)

**To:** williamcroftesq@hotmail.com;

**Date:** Sunday, August 23, 2015 6:52 PM

Hello mr. Croft this is Parnell I am just trying to follow up with you about repairs I have sent you a email on 8/5/2015 called your office , left message with your secretary and sent you numerous emails and i have heard nothing about the repairs as I have stated several times I have talked to the contractor he is ready to do the repairs but he said you told him to hold off at the last minute that is when George said you sent him over to tell us to move by next week so we can see what the tactic was but we are just interested in you getting the repairs done it has been almost three that I sent you a email I look forward to positive tenant/landlord relationship with you .

Sent from my iPhone

Exhibit 6

**THIRTY DAY NOTICE TO QUIT THE PREMISES**  
**[NRS 40.251]**

TO: PARNELL COLVIN SR. & MONIQUE RASHAY BROWN; AND ANY  
SUBTENANTS, ASSIGNEES AND OCCUPANTS

PLEASE TAKE NOTICE that your tenancy at the above premises is hereby terminated. You must vacate within thirty (30) days from the date of service of this Notice to the premises ("Premises") commonly described as:

2275 S. PIONEER WAY  
LAS VEGAS, NEVADA 89117

PLEASE TAKE FURTHER NOTICE that you are hereby required to vacate the Premises within thirty (30) calendar days following the Date of Service of this notice. If you do not comply with this notice, your possession of the Premises will be unlawful (called "unlawful detainer"), and your landlord may initiate an eviction against you by either serving you with A Five Day Notice to Quit for Unlawful Detainer or a Summons and Complaint for Unlawful Detainer. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your non-admittance directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order.

PLEASE BE ADVISED that if you are sixty (60) years of age or older, or if you have a physical or mental disability and your tenancy is not week-to-week, you may make a written request to your landlord to be allowed to continue in possession of the rental Premises for an additional thirty (30) days past the expiration of this notice. You must provide your landlord with proof of your age or disability with your written request. If your landlord rejects your request, you have the right to petition the court to continue possession of the rental unit for an additional thirty (30) days.

PLEASE BE ADVISED that pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the Premises, or excludes you by blocking or attempting to block your entry upon the Premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

PLEASE BE ADVISED that information about your rights and responsibilities in this matter may be obtained from the Clark County Civil Law Self-Help Center, which is located at the Regional Justice Center in downtown Las Vegas, or on its website, [www.clarkcountycourts.us/CivilSHC](http://www.clarkcountycourts.us/CivilSHC).

Date: 8/20/15

ENAS AND BILL CROFT, Owner/Landlord

By: 

Terry A. Moore, Esq.  
Nevada Bar No. 7831  
MARQUIS AURBACH COFFING P.C.  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Owner/Landlord  
(702) 382-0711

**FIVE DAY NOTICE TO QUIT FOR UNLAWFUL DETAINER**  
**[NRS 40.254]**

TO: PARNELL COLVIN SR. & MONIQUE RASHAY BROWN;  
AND ANY SUBTENANTS, ASSIGNEES AND OCCUPANTS

PREMISES: 2275 S. PIONEER WAY  
LAS VEGAS, NEVADA 89117

Or any subtenants, assignees and occupants, of the above named person or any persons in possession of the above-mentioned Premises ("Premises").

**PLEASE TAKE NOTICE** that demand is hereby made upon you pursuant to Chapter 40 of the Nevada Revised Statutes ("NRS") to surrender the Premises surrender or to vacate the within five (5) judicial days<sup>1</sup> following the Date of Service of this Notice. Your failure to vacate the Premises may result in your Landlord applying to the Justice Court for an eviction order. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of this Notice.

**PLEASE BE ADVISED** that pursuant to NRS 118A.390, you may seek relief if a Landlord unlawfully removes you from the Premises, or excludes you by blocking or attempting to block your entry upon the Premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or chapter 118A of the Nevada Revised Statutes.

**YOU ARE HEREBY ADVISED OF YOUR RIGHT TO CONTEST THIS NOTICE** by filing an Affidavit (or Answer), no later than the fifth (5<sup>th</sup>) judicial day<sup>1</sup> following the Date of Service of this Notice, with the Justice Court of the LAS VEGAS TOWNSHIP, stating that you are not in unlawful detainer. The Justice Court is located at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

**PLEASE BE ADVISED YOU MAY OBTAIN AN AFFIDAVIT/ANSWER form** at the Clark County Civil Law Self-Help Center, located at the Regional Justice Center, downtown Las Vegas, or on its website, [www.clarkcountycourts.us/CivilSHC](http://www.clarkcountycourts.us/CivilSHC), or at the Las Vegas Justice Court at the above address.

**PLEASE BE FURTHER ADVISED** that in addition to seeking an order evicting you, the undersigned landlord intends to hold you liable for the balance of your rent obligation under your lease notwithstanding these eviction proceedings and notwithstanding any subsequent attempt to mitigate these damages by the landlord's reletting the Premises.

DATE: 9/30/15

ENAS AND BILL CROFT, Owner/Landlord

By: 

Terry A. Moore, Esq.  
Nevada Bar No. 7831  
MARQUIS AURBACH COFFING P.C.  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Owner/Landlord  
(702) 382-0711

<sup>1</sup> Judicial days do not include the date of service, weekends or certain legal holidays.



JUSTICE COURT, LAS VEGAS TOWNSHIP Clark County, Nevada		Case No. _____
Name and Address of Landlord  William L. Croft		Department No. _____
VERSUS		TENANT'S ANSWER IN OPPOSITION TO SUMMARY EVICTION
Name and Address of Tenant(s) or Occupant(s)  Parnell Colvin		
Tenant's/Occupant's E-mail Address: <u>PC681@yahoo.com</u> Tenant's/Occupant's Phone Number: <u>505-490-6569</u>		

COMES NOW, the undersigned Tenant and states that:

1. I am the (check one box) ☒ Tenant / ☐ Occupant of rental unit located at (insert complete address of rental unit including city, state and zip code): 2275 S. Pioneer Way LV NV 89117
2. My rent (check one box) ☐ is / ☒ is not subsidized by a public housing authority or governmental agency.

**(Complete Section 3 if you are being evicted for nonpayment of rent.)**

- ☐ 3. I received a five-day notice alleging that I owe rent. I disagree with this notice for the following reasons (check all that apply):

☐ I paid my rent in full (explain): \_\_\_\_\_

( ) Check if attaching continuation sheet

☐ I offered to pay the rent, but the Landlord refused to accept it (explain): \_\_\_\_\_

( ) Check if attaching continuation sheet

☐ My Landlord accepted partial payment of the rent (explain): \_\_\_\_\_

( ) Check if attaching continuation sheet

☐ I am withholding payment of the rent because Landlord has failed to supply, or make a good faith effort to restore, certain essential services (heat, air conditioning, running or hot water, electricity, gas, a functioning door lock, or another essential item or service) within 48 hours after I gave Landlord written notice of the problem (explain): \_\_\_\_\_

( ) Check if attaching continuation sheet

☐ I am withholding payment of the rent because Landlord failed to maintain my dwelling unit in a habitable condition and failed to remedy, or make a good faith effort to remedy, the problems within 14 days after I gave Landlord written notice describing the problems<sup>1</sup> (explain): \_\_\_\_\_

( ) Check if attaching continuation sheet

☐ I am entitled to withhold my rent because I have made repairs to the rental unit and deducted the cost of the repairs from my rent after Landlord failed to remedy the problems within 14 days after I gave Landlord written notice describing the problem (explain): \_\_\_\_\_

( ) Check if attaching continuation sheet

<sup>1</sup> To raise this defense in court, you must first deposit your rent into the Court's rent escrow account maintained by the Justice Court Clerk's Office.

☐ Landlord's five-day notice to me did not comply with Nevada law because it (check all that apply):

☐ Was not served on me as required by NRS 40.280;

☐ Did not identify the court that has jurisdiction over this case;

☐ Did not notify me of my right to contest this matter by filing an affidavit with the court;

☐ Did not notify me that the court may issue a summary order for my removal directing the sheriff or constable to remove me within 24 hours;

☐ Did not notify me of my right to seek expedited relief if Landlord unlawfully removes or excludes me from the premises or interrupts an essential service.

☒ Other defense (explain): \_\_\_\_\_

\_\_\_\_\_ ( ) Check if attaching continuation sheet

☐ I am in default in the payment of the rent but wish to request \_\_\_ days (select up to 10 days) to move from the rental unit (explain): \_\_\_\_\_

\_\_\_\_\_ ( ) Check if attaching continuation sheet

**(Complete Section 4 ONLY if you received a Three-Day Notice to Quit for Nuisance.)**

☐ 4. I received a three-day notice pursuant to NRS 40.2514. I disagree with this notice for the following reasons (check all that apply):

☐ The notice alleges that I committed a "nuisance," but the acts described in the notice do not meet the definition of nuisance<sup>2</sup> (explain): \_\_\_\_\_

\_\_\_\_\_ ( ) Check if attaching continuation sheet

☐ I deny the allegations made in the notice (explain): \_\_\_\_\_

\_\_\_\_\_ ( ) Check if attaching continuation sheet

☐ Landlord's notice did not comply with Nevada law because (check all that apply):

☐ One or more of the notices was not served on me as required by NRS 40.280;

☐ The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;

☐ The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court;

☐ Other defense (explain): \_\_\_\_\_

\_\_\_\_\_ ( ) Check if attaching continuation sheet

**(Complete Section 5 ONLY if you received a Five-Day Notice to Perform Lease Condition or Quit.)**

☐ 5. I received a five-day notice stating that I violated my lease agreement. I disagree with this notice for the following reasons (check all that apply):

☐ I did not violate my lease agreement (explain): \_\_\_\_\_

\_\_\_\_\_ ( ) Check if attaching continuation sheet

<sup>2</sup> NRS 40.2514(4) defines "nuisance" as "conduct or an ongoing condition which constitutes an unreasonable obstruction to the free use of property and causes injury to other tenants or occupants if that property or adjacent building or structures" or violation of the controlled substance laws in NRS 453.011 to 453.552

☐ I have fixed (or "cured") the alleged violation of my lease agreement within three days of Landlord's notice to me (explain):

( ) Check if attaching continuation sheet

☐ Landlord's notices did not comply with Nevada law because (check all that apply):

☐ One or more of the notices was not served on me as required by NRS 40.280;

☐ The Notice to Perform Lease Condition or Quit did not specifically identify the relevant lease provisions, the alleged violations, and what I needed to do to save the lease; did not identify the court that has jurisdiction over this case;

☐ The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;

☐ The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.

☐ Other defense (explain):

( ) Check if attaching continuation sheet

**(Complete Section 6 if you are being evicted based on a 7 or 30-Day "No Cause" Notice.)**

✓ 6. I received a seven-day or thirty-day notice directing me to vacate my rental premises. I disagree with this notice for the following reasons (check all that apply):

✓ My lease agreement has not expired and will not expire until (insert date): May 31, 2017

☐ My lease agreement has expired, but Landlord renewed my tenancy by accepting rent for a new rental period and/or entering into a new lease agreement (explain):

please see attached copy of my lease thank you.

( ) Check if attaching continuation sheet

☐ I received a thirty-day notice to quit and am 60 years of age or older or have a physical or mental disability, and I submitted a written request to Landlord (along with proof of my age or disability) on (insert date) \_\_\_\_\_, asking to continue in possession for an additional 30 days. Landlord (check one) ☐ approved my request on (insert date) \_\_\_\_\_, or ☐ rejected my request,<sup>3</sup> or ☐ has not responded to my request.

☐ Landlord's notices did not comply with Nevada law because (check all that apply):

☐ One or more of the notices were not served on me as required by NRS 40.280;

☐ The thirty-day notice did not notify me of my right to request to be allowed in possession for an additional 30 days as required by NRS 40.251(3).

☐ The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;

☐ The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.

☐ Other defense (explain):

( ) Check if attaching continuation sheet

**(The following sections may apply regardless of why you are being evicted. Select all that apply.)**

☐ 7. This action is brought in violation of the Federal Fair Housing Act or Nevada laws forbidding discrimination in housing (explain):

( ) Check if attaching continuation sheet

☐ 8. This action is brought in violation of NRS 118A.510 which prohibits a Landlord from terminating a tenancy in retaliation for a tenant/occupant having engaged in specific acts (explain):

( ) Check if attaching continuation sheet

[ ] 9. I am a (check one box) [ ] Tenant / [ ] Occupant on residential property that has been sold upon foreclosure. The new owner (Check all that apply)

[ ] Failed to serve me with a notice of change of ownership required by NRS 40.255(2):

[ ] Is violating the Federal Protection Tenants if Foreclosure Act (Public Law 111-22) and NRS 40.255 by failing or refusing to grant me an additional 90 days on the property or the term of my lease;

[ ] Is attempting to use the summary eviction procedure in violation of NRS 40.255(1), which requires the new owner to use the formal unlawful detainer procedure under NRS 40.290 to 40.420.

[ ] 10. Pursuant to NRS 70.010 and JCRCP 110, I ask the Court to delay ("stay") enforcement of any summary eviction order for (insert number of days, up to 10) \_\_\_\_\_ days for the following reasons (explain):

( ) Check if attaching continuation sheet

WHEREFORE, I request that Landlord take nothing requested in Landlord's Complaint.

Per NRS 53.045, "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

10-6-15  
(Date):

PARWELL COLVIN  
(Type or Print Name):

[Signature]  
(Signature):

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on (insert date document was served) 10-6-15, I served the foregoing

TENANT'S ANSWER IN OPPOSITION TO SUMMARY EVICTION, pursuant to JCRCP 5(b), by the following method (check on box):

☒ Depositing a copy of the same in the United States Mail in Las Vegas, Nevada. Postage prepaid, to the address listed below (on lines below insert name and mailing address of Landlord's attorney, or Landlord directly if Landlord has no attorney).

☒ Delivering, via hand delivery, a copy of the same to the address listed below and leaving it (i) with Landlord, (ii) at the office of Landlord with a person in charge or in a conspicuous place; or (iii) at the dwelling house of Landlord with a person of suitable age and discretion residing therein (on lines below insert name and mailing address of Landlord, Landlord's agent or attorney, or person of suitable age and discretion, as applicable).

William L. Croft  
4450 Spring Mountain RD #7  
Las Vegas, NV 89146

Per NRS 53.045, "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

10-6-15  
(Date):

PARWELL COLVIN  
(Type or Print Name):

[Signature]  
(Signature):

Exhibit 7



City of Las Vegas  
 Department of Planning  
 Code Enforcement Division  
 333 N. Rancho Dr.- 3rd Floor -  
 Las Vegas, Nevada 89106  
 Business Hours - Monday - Thursday 7 a.m. to 5 p.m.

## 1st CORRECTION NOTICE

**Case # 158786 Location: 2275 S PIONEER WAY**

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LVMC 9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

### HC-SEC 1001.5 HAZ ELECTRICAL

LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.5 Hazardous Electrical Wiring.

Electrical wiring which was installed in violation of code requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or which has not been maintained in good condition or which is not being used in a safe manner shall be considered substandard.

Location	Comments
Second floor wet bar area	Repalce non-working light switch.

### HC-SEC 1001.6 HAZ PLUMBING

LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.6 Hazardous Plumbing

Plumbing which was installed in violation of code requirements in affect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in affect or which has not been mainatined in good condition or which is not free of cross-connections or siphonage between fixtures shall be considered substandard.

Location	Comments
First floor bathroom	Replace tub valve cartiages

### HC-SEC 1001.8 FAULTY WEATHER

LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.8 Faulty Weather Protection. Buildings or portions thereof shall be considered substandard when they have faulty weather protection which shall include, but not be limited to, the following:

- 1) Deteriorated, crumbling or loose plaster.
- 2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.

3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

4) Broken, rotted, split or buckled exterior wall coverings or roof covering.

Location	Comments
The rear stucco soffits	Have a Nevada state licensed plastering contractor remove failing stucco soffit areas and replace with new lathing material, re-stucco surface and paint.

### HC-SEC 505.3 KITCHEN

LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code- Section 505.3 Kitchen-

Each dwelling unit shall be provided with a kitchen. Every kitchen shall be provided with a kitchen sink. Wooden sinks or sinks of similarly absorbent material shall not be permitted. If an electric or gas range has been installed, it shall be maintained in a safe and sanitary working condition.

Location	Comments
The kitchen	Repair or replace non-working stove top burners

Property must be in compliance with the LVMC before the re-inspection date of **September 10, 2015**.

If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M.C. 9.04.030. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

**Any repeat violation within next 12 months will be subject to immediate fee of \$120.**

Fees and Civil Penalties assessed today: \$ 0.00

Total Fees and Civil Penalties assessed to date: \$ 0.00

**If you require an extension of time or if you have any questions, please contact officer at (702)229-4919 or [tnybo@lasvegasnevada.gov](mailto:tnybo@lasvegasnevada.gov) before the next re-inspection date or fees may be assessed.**

<u>39, NYBO</u>	<u>08/27/2015</u>	<u>9/10/2015</u>
Officer	Date	Reinspection Date

Additional Comments: N/A

702-455-3898  
 Robert JUSTICE MODIFICATION  
 SERVICE



Exhibit 8

**FIVE DAY NOTICE TO PAY RENT OR QUIT THE PREMISES****[NRS 40.253]**

TO: PARNELL COLVIN SR. & MONIQUE RASHAY BROWN;  
AND ANY SUBTENANTS, ASSIGNEES AND OCCUPANTS

PREMISES: 2275 S. PIONEER WAY  
LAS VEGAS, NEVADA 89117

PLEASE TAKE NOTICE that demand is hereby made upon you pursuant to Chapter 40.253 of the Nevada Revised Statutes to either pay rent in the sum listed below or in the alternative to surrender the Premises at or before 5:00 p.m. of the fifth (5<sup>th</sup>) day after receipt of this Notice.

Date tenancy commenced:	June 2, 2015
Amount of Periodic Rent:	\$1,750.00
Security Deposit Balance:	\$1,750.00
Date rent became delinquent:	September 1, 2015
Time tenant in possession without paying rent:	September 1, 2015
Amount of Rent due and delinquent:	\$1,750.00
Late Fees:	\$175.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$1,925.00</b>

PLEASE BE ADVISED that the Court with jurisdiction over this matter is LAS VEGAS TOWNSHIP JUSTICE COURT, in the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

PLEASE BE ADVISED that you have the right to contest this Notice by filing within five (5) days an Affidavit with the above-mentioned Court that has jurisdiction over this matter, that you have tendered payment or are not in default of payment of said rent or are not otherwise guilty of an unlawful detainer. You may obtain an affidavit answer form at the Clark County Civil Law Self-Help Center, located at the Regional Justice Center, downtown Las Vegas, or on its website, [www.clarkcountycourts.us/CivilSHC](http://www.clarkcountycourts.us/CivilSHC), or at Las Vegas Justice Court at the above address.

PLEASE BE FURTHER ADVISED that if the Court determines that you are guilty of an unlawful detainer, the Court may issue a summary eviction order for your removal, or an order providing for your non-admittance, directing the sheriff or constable of the county to remove you within twenty-four (24) hours after receipt of the order.

PLEASE BE FURTHER ADVISED that, pursuant to NRS 118A.390, you may seek relief if the Landlord unlawfully removes you from the Premises or excludes you by blocking or attempting to block your entry upon the Premises or willfully interrupts or causes or permits the interruption of an essential service required by the Lease or chapter 118A of NRS.

PLEASE BE FURTHER ADVISED that in addition to seeking an order evicting you for your noncompliance with this Notice, the undersigned Landlord intends to hold you liable for the balance of your rent obligation under your lease notwithstanding these eviction proceedings and notwithstanding any subsequent attempt to mitigate these damages by the Landlord's reletting the Premises.

DATE: 9/9/15

ENAS AND BILL CROFT, Owner/Landlord

By: 

Terry A. Moore, Esq.  
Nevada Bar No. 7831  
MARQUIS AURBACH COFFING P.C.  
10001 Park Run Drive  
Las Vegas, Nevada 89145  
Attorneys for Owner/Landlord  
(702) 382-0711

<sup>1</sup> Judicial days do not include the date of service, weekends, or certain legal holidays.

**CERTIFICATE OF MAILING**

I hereby certify that on the 9 day of September, 2015, I served a copy of the **FIVE DAY NOTICE TO PAY RENT OR QUIT THE PREMISES** upon each of the parties by depositing a copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

PARNELL COLVIN SR. & MONIQUE RASHAY BROWN;  
AND ANY SUBTENANTS,  
ASSIGNEES AND OCCUPANTS  
2275 S. PIONEER WAY  
LAS VEGAS, NEVADA 89117

and that there is a regular communication by mail between the place of mailing and the place(s) so addressed.

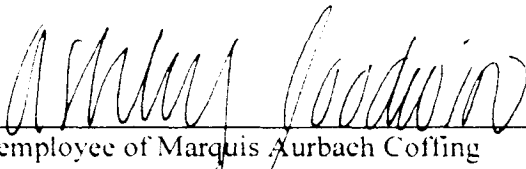
  
An employee of Marquis Aurbach Coffing

Exhibit 9

[Print this page](#)

## Envelope 315955

### Case Information

Location	Las Vegas Justice Court
Date Filed	09/16/2015 04:18:18 PM
Case Number	
Case Description	
Assigned to Judge	
Attorney	Court Filer
Firm Name	Las Vegas Justice Court
Filed By	Edward Veloz

### Fees

Convenience Fee	\$0.00
Total Court Case Fees	\$0.00
Total Court Filing Fees	\$0.00
Total Court Service Fees	\$0.00
Total Filing & Service Fees	\$0.00
Total Service Tax Fees	\$0.00
Total Provider Service Fees	\$0.00
Total Provider Tax Fees	\$0.00
Grand Total	\$0.00

### Payment

Account Name	LVJC Waiver
Transaction Amount	\$0.00
Transaction Response	
Transaction ID	
Order #	

Justice Court, Las Vegas Township  
E-File & Serve: <https://www.efilenv.com>  
Online Search:  
<https://www.lasvegasjusticecourt.us>  
Questions: (702) 671-3478

---

### CVSETA - Summary Eviction Tenant Answer

Filing Type	EFile
Filing Code	CVSETA - Summary Eviction Tenant Answer
Filing Description	Tenant Answer
Reference Number	
Comments	
Courtesy Copies	pc681@yahoo.com
Status	Submitting

### Fees

Court Fee	\$0.00
-----------	--------

JUSTICE COURT, TOWNSHIP OF Las Vegas  
CLARK COUNTY, NEVADA

Landlord's  
Name:

B. H Croft

Landlord,

vs.

Tenant's  
Name:

Parnell Colvin Monique Brown

Address:

2275 S Pioneer Way

City, State, Zip:

Las Vegas NV 89117

Phone:

(503) 498-6564

E-Mail:

PC681@yahoo.com

Tenant.

Case No.:

Dept No.:

**TENANT'S AFFIDAVIT/ANSWER IN  
OPPOSITION TO SUMMARY  
EVICTION**

Tenant, appearing in proper person, contests this matter pursuant to NRS 40.253 and states as follows:

1. I am the tenant of the rental unit located at (insert complete address of rental unit, including city, state

and zip): 2275 S Pioneer Way Las Vegas NV, 89117.

2. My rent (check one box) ☐ is/ ☒ is not subsidized by a public housing authority or governmental agency.

**(Complete Section 3 ONLY if you received a Five-Day Notice to Pay Rent or Quit.)**

- ☒ 3. I received a five-day notice stating that I owe rent. I disagree with this notice for the following reasons

(check all that apply and provide your written explanation at end of this section):

☐ I paid my rent in full.

☒ I offered to pay my rent, but Landlord refused to accept it.

☐ Landlord accepted partial payment of my rent.

☐ (To raise this defense you must deposit your rent into the court's rent escrow account.) I gave Landlord written notice describing Landlord's failure to maintain my rental unit in a habitable condition. Landlord did not fix, or make a reasonable effort to fix, the habitability problem within 14 days after my notice. So I am withholding payment of rent.

☐ (To raise this defense your rent must have been current at the time you gave written notice to Landlord.) I gave Landlord written notice of an "essential services" problem at my rental unit (heat, air conditioning, running or hot water, electricity, gas, a working door lock, or other essential item or service). Landlord did not fix, or make a reasonable effort to fix, the problem within 48 hours after my notice. So I am withholding payment of rent.

☐ I corrected a habitability problem at my rental unit and am deducting the cost from my rent after giving Landlord an itemized statement. I gave Landlord written notice of the habitability problem and stated my intention to repair. Landlord did not fix the problem within 14 days after my notice.

Continuation to \_\_\_\_\_

CASE #: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_.

Mr. Croft said not to accept any rent payment, then we receive a 5 day pay or quit notice that including the monthly rent of \$1,750 and a late fee of \$175.00 so we attempted to pay Mr. Croft rent again on 9/14/15 in full even though we feel there should not be a late fee because Mr. Croft refused rent payment. Once again Irene the secretary at Mr. Croft office refused to accept our rent payment and told us Mr. Croft was not in he was in court and that Mr. Croft told her ~~she~~ is not to accept any payments, so we got legal advice from legal Aid and they suggested that we come file answer explaining that the landlord is refusing our rent and we feel he is trying to file with the court that we are not paying rent to get us evicted we also feel this is a form of retaliation do to repairs needing to be done and code enforcement making landlord do repairs,



☐ Landlord's five-day notice to me did not comply with Nevada law because it (check all that apply):

- ☐ Was not served on me as required by NRS 40.280;
- ☐ Did not identify the court that has jurisdiction over this case;
- ☐ Did not notify me of my right to contest this matter by filing an affidavit with the court;
- ☐ Did not notify me that the court may issue a summary order for my removal directing the sheriff or constable to remove me within 24 hours;
- ☐ Did not notify me of my right to seek expedited relief if Landlord unlawfully removes or excludes me from the premises or interrupts an essential service.

☒ Other defense (explain below).

(State the facts and circumstances that support the defenses you checked above:)

On 9/4/15 we tried paying rent to Mr. Bill Croft at his office as we did last month the landlord Secretary Irene refused the payment telling us

☐ Check if attaching continuation pages

**(Complete Section 4 ONLY if you received a Three-Day Notice to Quit for Nuisance/Waste/Etc.)**

☐ 4. I received a three-day notice pursuant to NRS 40.2514. I disagree with this notice for the following reasons (check all that apply and provide your written explanation at end of this section):

- ☐ The acts Landlord describes in the notice do not meet the legal definition of "nuisance."<sup>1</sup>
- ☐ Landlord's notice did not comply with Nevada law because (check all that apply):
- ☐ One or more of the notices was not served on me as required by NRS 40.280;
- ☐ The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;
- ☐ The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.
- ☐ Other defense (explain below).

(State the facts and circumstances that support the defenses you checked above:)

☐ Check if attaching continuation pages

**(Complete Section 5 ONLY if you received a Five-Day Notice to Perform Lease Condition or Quit.)**

- ☐ 5. I received a five-day notice stating that I violated my lease agreement. I disagree with this notice for the following reasons (check all that apply and provide your written explanation at end of this section):
- ☐ The conduct Landlord alleges does not violate any term of my lease agreement.

<sup>1</sup> NRS 40.2514(4) defines "nuisance" as "conduct or an ongoing condition which constitutes an unreasonable obstruction to the free use of property and causes injury and damage to other tenants or occupants of that property or adjacent buildings or structures" or violation of the controlled substance laws in NRS 453.011 to 453.552.

☐ I fixed (or "cured") the alleged violation of my lease agreement within three days after Landlord's notice to me.

☐ Landlord's notices did not comply with Nevada law because *(check all that apply)*:

☐ One or more of the notices was not served on me as required by NRS 40.280;

☐ The Notice to Perform Lease Condition or Quit did not specifically identify the relevant lease provisions, the alleged violations, and what I needed to do to save the lease;

☐ The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;

☐ The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.

☐ Other defense *(explain below)*.

*(State the facts and circumstances that support the defenses you checked above:)*

---



---



---

☐ Check if attaching continuation pages

**(Complete Section 6 ONLY if you received a Seven-Day or Thirty-Day "No Cause" Notice to Quit.)**

☐ 6. I received a seven-day or thirty-day notice to vacate my rental premises. I disagree with the notice for the following reasons *(check all that apply and provide your written explanation at end of this section)*:

☐ My lease agreement has not expired and will not expire until *(insert date)* \_\_\_\_\_.

☐ My lease agreement has expired, but Landlord renewed my tenancy by accepting rent for a new rental period and/or entering into a new lease agreement.

☐ I received a thirty-day notice to quit and am 60 years of age or older or have a physical or mental disability. I gave Landlord a written request (along with proof of my age or disability) on *(insert date)* \_\_\_\_\_, asking to continue in possession for an additional 30 days.

Landlord *(check one)* ☐ approved my request on *(insert date)* \_\_\_\_\_, or

☐ rejected my request,<sup>2</sup> or ☐ has not responded to my request.

☐ Landlord's notices did not comply with Nevada law because *(check all that apply)*:

☐ One or more of the notices were not served on me as required by NRS 40.280;

☐ The thirty-day notice did not notify me of my right to request to be allowed to continue in possession for an additional 30 days as required by NRS 40.251(3).

☐ The Notice of Unlawful Detainer did not identify the court that has jurisdiction over this case;

☐ The Notice of Unlawful Detainer did not notify me of my right to contest this matter by filing an affidavit with the court.

<sup>2</sup> If Landlord rejected your written request, NRS 40.251(4) allows you to file a petition with the court asking for the additional 30 days.

☐ Other defense (explain below).

(State the facts and circumstances that support the defenses you checked above:)

☐ Check if attaching continuation pages

(The following sections may apply regardless of why you are being evicted. Select all that apply.)

- ☒ 7. This action is brought in violation of the Federal Fair Housing Act or Nevada laws forbidding discrimination in housing (explain below).
- ☐ 8. This action is brought in violation of NRS 118A.510, which prohibits a landlord from terminating a tenancy in retaliation for a tenant having engaged in certain protected acts (explain below).
- ☐ 9. I am a tenant on property that has been foreclosed upon and sold. The new owner (check all that apply):
- ☐ Failed to serve me with the notice of change of ownership required by NRS 40.255(2);
  - ☐ Is violating NRS 40.255 by failing or refusing to grant me an additional 60 days on the property;
  - ☐ Is attempting to use the summary eviction procedure in violation of NRS 40.255(1), which requires the new owner to use the formal unlawful detainer procedure under NRS 40.290 to 40.420.
- ☐ 10. Other defense (explain below).
- ☐ 11. Pursuant to NRS 70.010 and JCRCP 110, I ask the Court to delay ("stay") enforcement of any summary eviction order for (insert number of days, up to 10) \_\_\_\_\_ for the following reasons (explain below).

(State the facts and circumstances that support the defenses you checked above:)

☒ Check if attaching continuation pages

THEREFORE, I request that Landlord take nothing requested in Landlord's Affidavit/Complaint.

Per NRS 40.253(6), after Tenant has filed an answer and Landlord has filed a complaint, the court will hold a hearing "after service of notice of the hearing on the parties." I understand I will receive notice of my hearing by regular U.S. Mail.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

9/16/15  
(Date)

*Manique Brown*  
(Type or Print Name)

*Manique Brown*  
(Signature)

Monique Rashay Brown  
2275 S. Pioneer Way  
Las Vegas, NV 89117  
Ph:503-381-5158

E-filed on: \_\_\_\_\_

RECEIVED  
AND FILED

2015 DEC 21 PM 1 33

U.S. BANKRUPTCY COURT  
MARY A. SCHOTT, CLERK

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re:

Monique Rashay Brown

Debtor(s),

Plaintiff,

vs.

Defendant.

Case No.: 15-16063-LED

Chapter 7

Adversary No.: \_\_\_\_\_

Hearing Date: 12-22-15

Time: 1:30pm

RECEIVED  
AND FILED  
2015 DEC 21 PM 2 09  
U.S. BANKRUPTCY COURT  
MARY A. SCHOTT, CLERK

**CERTIFICATE OF SERVICE**

Do not use this form to prove service of a summons and complaint. To prove service of a summons and complaint use the certificate in the court form entitled "Adversary - Summons and Notice of Scheduling Conference in an Adversary Proceeding."

1. On 12-21-15 (date) I served the following document(s) (specify):

Opposition to Motion for Relief From Automatic Stay

2. I served the above-named document(s) by the following means to the persons as listed below:

*(Check all that apply)*

☐ a. **ECF System** *(You must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary)*

---

☐ b. **United States mail, postage fully prepaid**  
*(List persons and addresses. Attach additional paper if necessary)*

---

☒ c. **Personal Service** *(List persons and addresses. Attach additional paper if necessary)*

I personally delivered the document(s) to the persons at these addresses:

---

☐ For a party represented by an attorney, delivery was made by handing the document(s) to the attorney or by leaving the documents(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the documents(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System)

*(List persons and email addresses. Attach additional paper if necessary)*

Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

---

☐ e. By fax transmission *(List persons and fax numbers. Attach additional paper if necessary)*

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

---

☐ f. By messenger *(List persons and addresses. Attach additional paper if necessary)*

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.  
*(A declaration by the messenger must be attached to this Certificate of Service).*

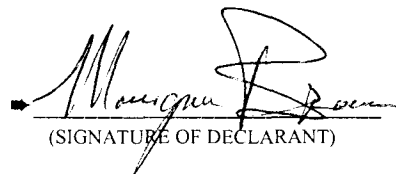
---

**I declare under penalty of perjury that the foregoing is true and correct.**

Signed on (date): 12-21-15

MONIQUE BRINX

(NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)